

AGREEMENT

This is an agreement between Osceola County (hereinafter referred to as "COUNTY"), the City of Kissimmee (hereinafter referred to as "KISSIMMEE"), the City of St. Cloud (hereinafter referred to as "ST. CLOUD"), the Osceola County School Board (hereinafter referred to as "SCHOOL BOARD") and Osceola Legislative Effort, Inc., a Florida not-for-profit corporation, (hereinafter referred to as "OLE") for the acquisition of lobbyist services to promote, represent and protect those interests which collectively affect and impact the interests of the COUNTY, KISSIMMEE, ST. CLOUD, and the SCHOOL BOARD.

WITNESSETH:

WHEREAS, each year there are legislative issues which affect the collective interests of the COUNTY, KISSIMMEE, ST. CLOUD, and the SCHOOL BOARD; and,

WHEREAS, these collective interests would be better served with the unified voice of a single lobbyist representing the interest of these parties as a whole; and,

WHEREAS, such unified representation would promote efficiency and provide for a larger, more positive and more productive impact on those concerns and issues relating to these parties as a collective unit; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein for other good and valuable consideration provided by each party hereto, the parties agree as follows:

1. The recitals in the "WHEREAS" clauses are incorporated into and become part of this Agreement.
2. The term of this Agreement shall extend from November 15, 1999, through September 30, 2001.
3. OLE agrees to acquire and retain lobbyist services to promote, represent and protect those interests which collectively effect the COUNTY, KISSIMMEE, ST. CLOUD, and the SCHOOL BOARD. The services to be contracted for shall include, but will not be limited to, the following:
 - a. Monitor legislation of interest to the represented parties herein; and,
 - b. Advance the issues in the legislative program constructed for the parties represented herein, working to refine that legislation through the development of amendments as warranted and necessary; and,
 - c. Assist in the development of strategies relating to the collective legislative concerns of the parties represented herein; and,

- d. Provide advice as to how the represented parties may obtain and maximize returns collectively received from the Legislature based on the intricacies of the legislative process; and,
 - e. Use all best efforts to coordinate funding, legislation and policy related activities with legislative bodies and interests; and,
 - f. Use all best efforts to secure appropriate authorizations and funding from legislative bodies to implement projects for the collective benefit of the parties as stated above; and,
 - g. Maintain direct and frequent contact with legislative members representing the interests of the parties as stated above, and inform the governing bodies of each of the represented parties as to the need to participate directly in the legislative process, such as through testimony in committee meetings or through conversations with members of the parties' legislative delegation or other members of the legislature; and,
 - h. Advocate the collective interests of the aforementioned parties during the legislative process; and,
 - i. Keep the parties apprised of the status of legislation on a regular basis by frequent telephone conversations with each of the represented parties, as well as with the members of the respective governing bodies and staff, and also maintain such contact in writing when feasible; and,
 - j. Deliver a written final report at the conclusion of the session on the outcome of the issues in the parties' collective legislative program, and provide a presentation regarding same to each of the respective governing bodies.
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- k. Present an annual budget by December 15th of each year.
4. OLE shall select lobbyists with the necessary expertise and background for the issues to be addressed. Said lobbyist shall agree, in writing, that the lobbyist would not lobby against any of the entities to this Agreement for a period of two (2) years after completion of representation. Further, that the lobbyist shall comply with all applicable state and federal laws and regulations governing lobbying. The contract with the lobbyist shall be in writing.

As soon as conveniently possible after the execution of this Agreement, the COUNTY, KISSIMMEE, ST. CLOUD, and the SCHOOL BOARD shall provide to the OLE a unified list of issues and instructions for the collective lobbyist to pursue during the immediate legislative session.

Furthermore, on or before July 1, 2000, the COUNTY, KISSIMMEE, ST. CLOUD, and the SCHOOL BOARD shall provide to OLE a unified list of issues and

instructions for the collective lobbyist to pursue during the legislative sessions subject to the term of this Agreement.

5. The parties herein agree that the fees for acquiring and retaining the lobbyist services subject of this Agreement shall not exceed a total amount of FOUR HUNDRED THOUSAND AND 00/100 DOLLARS (\$400,000.00), and that payment for same shall be remitted to OLE in the following manner:
 - a) The COUNTY of Osceola shall pay no more than ONE HUNDRED SIXTY THOUSAND AND 00/100 DOLLARS (\$160,000.00); and,
 - b) The City of KISSIMMEE shall pay no more than EIGHTY THOUSAND AND 00/100 DOLLARS (\$80,000.00); and,
 - c) The City of ST. CLOUD shall pay no more than FORTY THOUSAND AND 00/100 DOLLARS (\$40,000.00); and,
 - d) The SCHOOL BOARD shall pay no more than ONE HUNDRED TWENTY THOUSAND AND 00/100 DOLLARS (\$120,000.00).

The parties further agree that one-half (½) of their individual payments as outlined above shall be submitted to OLE within thirty (30) days after the date of execution of this Agreement, with the remaining balance due on or before October 1, 2000.

6. In the event one governmental entity would like to withdraw from the Agreement, said entity shall provide thirty (30) days prior written notice to each party of this Agreement.
7. This Agreement may be terminated at any time, by mutual and complete agreement between all parties hereto, or by thirty (30) days prior written notice to each party of this Agreement. Any funds not expended by Osceola Legislative Effort, Inc., shall be returned to the parties on a pro-rata basis.
8. OLE shall maintain general liability insurance and shall require proof of professional and general liability insurance coverage from lobbyists hired by OLE.
9. This Agreement shall not be assigned by any party without prior written consent of the other parties.
10. All notices and/or reports required under this Agreement shall be delivered by United States mail, overnight express, or hand delivery to the following offices:

For Osceola County:

Office of County Manager &
17 S. Vernon Avenue
Kissimmee, Florida 34741

Office of County Attorney
17 S. Vernon Avenue
Kissimmee, Florida 34741

For City of St. Cloud:

Office of City Manager &
1300 9th Street
St. Cloud, Florida 34769

Office of City Attorney
1300 9th Street
St. Cloud, Florida 34769

For City of Kissimmee:

Office of City Manager &
101 N. Church Street
Kissimmee, Florida 34741

Office of City Attorney
101 N. Church Street
Kissimmee, Florida 34741

For the School Board:

Office of the Superintendent &
817 Bill Beck Boulevard
Kissimmee, Florida 34744

Brown, Ward, Salzman, & Weiss
P.O. Box 2873
Orlando, FL 32802-2873

For OLE:

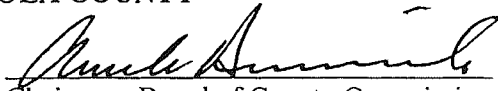
Osceola Legislative Effort, Inc.
1425 E. Vine St.
Kissimmee, FL 34744

11. This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Osceola County, Florida.
12. OLE agrees to indemnify, defend and hold harmless the governmental entities from any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suit proceedings, actions and costs of actions, including attorney's fees, of any kind and nature, arising or growing out of or in any way connected with the performance of this Agreement by OLE, or because of or due to the existence of this Agreement itself.
13. The parties agree that no action may be commenced or maintained unless all conditions precedent pursuant to this Agreement or set forth by law have been satisfied by the complaining party. The parties agree that non-binding mediation shall be attempted prior to filing suit. All parties shall be responsible for their own attorney's fees and costs.
14. The parties to this Agreement hereby expressly waive and forego any and all rights to trial by jury to the fullest extent allowed by law.
15. This Agreement sets forth the entire Agreement between the parties. There are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be modified, superceded or otherwise altered except by prior written agreement by all the parties.
16. If any item or provision of this Agreement, or the application thereof to any persons or circumstances shall be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms of provision shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

17. All Board of Directors meetings shall be held in accordance with Florida Statute 286.
18. This Agreement may be executed in five (5) original counterparts to expedite its implementation and effective date.
19. Osceola County hereby agrees to record this Agreement immediately following the effective date.

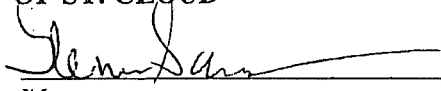
IN WITNESS WHEREOF, the COUNTY, KISSIMMEE, ST. CLOUD, SCHOOL BOARD and OLE have caused this Agreement to be duly executed through their authorized representation, on their respective date set forth below.

OSCEOLA COUNTY

By: 
Chairman, Board of County Commissioners
Date: 12-1-99

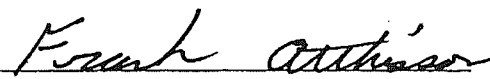
ATTEST By: Kelly A. Mueller
Clerk to the Board
Board approved 11/8/99

CITY OF ST. CLOUD

By: 
Mayor
Date: 2/4/00

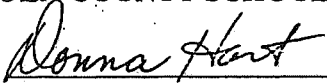
ATTEST By: 
City Manager

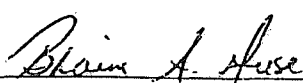
CITY OF KISSIMMEE

By: 
Mayor
Date: 12/7/99

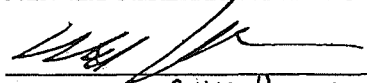
ATTEST By: Mark E. Durbin
City Manager

OSCEOLA COUNTY SCHOOL BOARD

By: 
Chairman
Date: 1/6/00

ATTEST By: 
Superintendent

OSCEOLA LEGISLATIVE EFFORT, INC.

By: 
President MIKE HOMER
Date: 2-11-00

ATTEST By: _____
Secretary